

**INTERLOCAL AGREEMENT**

**BETWEEN**

**THE CITY OF ARCADIA**

**AND**

**DESOTO COUNTY**

**FOR**

**MERGER OF FIRE AND EMERGENCY MEDICAL SERVICES**

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THE CITY OF ARCADIA  
AND  
DESOTO COUNTY  
FOR  
MERGER OF FIRE AND EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT** is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City," and **DESOTO COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County."

**RECITALS**

**WHEREAS**, the City has heretofore maintained a high level of competent, professional fire, rescue, emergency medical, and related accessory services for the benefit of the citizenry thereof; and

**WHEREAS**, the City is desirous of maintaining the high level of competent, professional fire, rescue, emergency medical and related accessory services in conjunction and harmony with its policies of sound fiscal management; and

**WHEREAS**, the County has agreed to render to the City a high level of competent, professional fire, rescue, emergency medical and related accessory services, and the City is desirous of receiving such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, interlocal cooperation can lead to certain beneficial economies of scale by avoiding the need to provide redundant services.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

**ARTICLE 1**

**FINDINGS AND INTENT**

**Section 1.1 - RECITAL INCORPORATION.** The above recitals are true and correct and are incorporated herein.

**Section 1.2 - AUTHORITY.** This Agreement is entered into between the City and the County pursuant to chapters 125,163.01 and 166 of the Florida Statutes.

**Section 1.3 - FINDINGS.** The City Council and the County Board of County Commissioners find and declare that it is mandatory to protect the life and property of all citizens of DeSoto County by providing a means of establishing and maintaining fire protection and advanced life support emergency medical services within DeSoto County in the most efficient and effective manner, as well as promoting improved fire prevention throughout DeSoto County.

**Section 1.4 - INTENT.** It is the intent of the City Council and the County Board of County Commissioners to enter into this Interlocal Agreement Between the City of Arcadia and DeSoto County for Merger of Fire and Emergency Medical Services (hereinafter the "Agreement") to implement objectives, which shall include but not be limited to the following:

- a) The consolidation and extension of fire, rescue, emergency medical and related accessory services to residents of DeSoto County; and
- b) The development of a larger department that will offer better career progression, pay and benefits to acquire and keep trained fire and rescue personnel; and
- c) The utilization of necessary personnel and facilities and the upgrading of present facilities to meet the growing responsibilities of an expanded population in all areas of DeSoto County and to maintain high local service ratings in an effort to achieve lower insurance rates; and
- d) Providing for a single point of coordination, management and command in the delivery of fire protection services to all of the residents of DeSoto County; and
- e) Providing ongoing fire inspection and life and safety inspection services, a dedicated training program and expanded emergency response capabilities; and
- f) Fostering increased cooperation between the City and County.

## **ARTICLE 2**

### **DEFINITIONS**

For the purposes of this Agreement, the following definitions of terms shall apply:

**"EFFECTIVE DATE"** shall mean June 1, 2006.

**"EMERGENCY MEDICAL SERVICES or EMS"** shall mean emergency rescue and patient transport services provided by an Emergency Medical Services Unit.

**"EMS REPORT"** shall mean reports of a patient rescue and/or transport by an EMS unit.

**"EMERGENCY MEDICAL SERVICES UNIT"** shall mean one advanced life support

response unit as licensed by the State of Florida.

**"FIRE ARSON INVESTIGATIVE SERVICES"** shall mean the investigation into the cause and origin of a fire and the investigation and criminal prosecution of criminal offenses related thereto.

**"FIRE REPORT"** shall mean a report by a Fire Suppression Unit or by a member of a fire investigation team.

**"FIRE SAFETY INSPECTIONS AND PRE-FIRE PLANNING"** shall mean the inspection or examination of non-residential or multifamily residential structures for the purpose of determining compliance with applicable fire and life safety codes, state hazardous material regulations or for effective fire suppression efforts.

**"FIRE SUPPRESSION SERVICES"** shall mean emergency fire extinguishment and abatement services and rescue services by a Fire Suppression Unit.

**"FIRE SUPPRESSION UNIT"** shall mean one fire engine capable of water delivery of 1000 gallons per minute or greater or other fire suppression apparatus capable of rendering fire suppression and basic life support.

**"HAZARDOUS MATERIALS RESPONSE TEAM"** shall mean apparatus, equipment and personnel trained for response to incidents involving hazardous materials for the purpose of protecting life and property, including appropriate professional guidance for handling situations involving hazardous materials or hazardous waste.

**"ISO RATING"** shall mean the rating issued by the Insurance Services Office.

**"LEVEL OF SERVICE"** shall mean comprehensive fire and EMS protection provided on a 365-day basis on a twenty-four (24) hour-per-day basis.

**"PREVENTION PROGRAMS"** shall mean the development and delivery of public presentations designed to promote and/or educate the general public in fire safety or life safety behaviors.

**"SPECIAL EVENTS"** shall mean events, such as parades, festivals, sporting events, pyrotechnic displays or other similar activities for which assets or personnel may be required for public safety.

**"TRANSFERRED EMPLOYEE"** shall mean any City employee, as designated in Exhibit "A," whose employment relationship with the City ceases and who pursuant to the terms of this Agreement, is transferred into County service on the Effective Date.

## ARTICLE 3

### SCOPE OF SERVICES

**Section 3.1 - FIRE SUPPRESSION SERVICE.** Fire Suppression Services shall be maintained by the County and provided to the City in accordance with ISO criteria and National Fire Protection Association (NFPA) standards through the use of fire engines, specialty units, hazardous material response units, and all other Fire Suppression Units as such may be added to the County inventory of equipment from time to time.

**Section 3.2 - EMERGENCY MEDICAL SERVICES.** Emergency Medical Services shall be maintained by the County and provided to the City in accordance with Chapter 64E-2 of the Florida Administrative Code and Chapter 401 of the Florida Statutes.

**Section 3.3 - LEVEL OF SERVICE.** The County shall provide comprehensive fire and EMS protection to the City at a Level of Service that is at a standard corresponding to, and not less than, the Level of Service provided to the City by the City's fire and EMS providers prior to the execution of this Agreement. Except as otherwise hereinafter specifically set forth, such comprehensive fire and EMS protection shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by the City's fire and EMS providers in accordance with the laws, rules and regulations of the City and County, and applicable statutes of the State of Florida.

**Section 3.4 - MAINTENANCE OF SERVICE.** Pursuant to the terms of this Agreement, the County shall furnish to and maintain for the benefit of the City, without additional cost, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the Level of Service to be rendered hereunder.

**Section 3.5 - STATISTICAL DATA AND REPORTS.** The County shall maintain statistical information at all times during the term of this Agreement and provide the City, upon request, with written reports regarding response times, number and types of calls, ISO rating information, staffing levels and false alarm response information. Fire Reports and EMS Reports shall be maintained by the County and be made available to the City for review at all times upon reasonable notice subject to any and all laws and/or regulations requiring confidentiality.

**Section 3.6 - ADDITIONAL SERVICES.** In addition to those duties and responsibilities hereinabove described, the County shall provide to the City, at all times during the term of this Agreement, the following expertise, services, and facilities as may be required from time to time:

**3.6.1** Fire Safety Inspections and Pre-Fire Planning shall be extended to the City as provided pursuant to the Florida Fire Prevention Code (as defined in section 633.0215 of the Florida Statutes) and County ordinances.

**3.6.2** Prevention Programs including, but not limited to inspection programs,

Department of Environmental Protection Small Quantity Generator Hazardous Waste program, large storage facilities inspection as outlined in section 302 of the Florida Administrative Code and programs for school age children and the elderly, shall be extended to the City as provided elsewhere within the County.

3.6.3 Fire Arson Investigation Services shall be extended to the City as provided elsewhere within the County to assist City Police and State officials in criminal investigations of arson or other related criminal offenses.

**3.6.4** The County shall also provide to the City, upon request of the City Administrator, such special event services as may from time to time be needed and reasonably provided at the discretion of the County Administrator.

- a. It is specially noted that currently, the City's fire and EMS personnel provide services for the annual 4 of July fireworks celebration. At no additional cost to the City, the County agrees to afford Transferred Employees, previously involved in this celebration, the opportunity to continue to provide services for this celebration, at the same pay rate as the employee is paid for all other services rendered as a County employee, so long as the Transferred Employee is willing to provide services for the celebration and so long as the Transferred Employee remains employed by the County.
- b. At no additional cost to the City, the County shall also make available to the City Utilities Department, a tanker truck (Mack - Brush 2 or other suitable tanker truck) for emergency sewer flushing use, up to a maximum of six days per year.

3.6.5 The County shall also provide addressing services previously provided by the City Fire Department. On or before the Effective Date, the City shall provide all records used or useful for providing said addressing service. Notwithstanding the foregoing, the County shall not be responsible for updating or correcting the current addressing system, but the County may provide recommendations to the City to resolve problems with the addressing system. The City shall pay any costs associated with resolving any of these identified problems that the City Council opts to correct.

## **ARTICLE 4**

### **EMPLOYEE TRANSITION**

**Section 4.1 - TRANSFERRED EMPLOYEES.** All City employees, as designated in Exhibit "A," shall cease to be employed by the City and be employed by the County on the Effective Date, and shall thereafter have the same rights and responsibilities as is applicable to other similarly situated County employees. The Transferred Employees shall not be required to go through probation and shall be assigned rank and pay within the County as indicated in Exhibit

**"A." The County fire staff and the Transferred Employees will then be organized as indicated in Exhibit "B" attached hereto and made a part hereof. Future pay raises will be in accordance with County policy and procedures.**

**Section 4.2 - CITY EMPLOYEE BENEFITS. On the Effective Date, the City shall remain financially responsible for accrued vacation, sick and compensatory time benefits of the Transferred Employees. At the request of the Transferred Employee, the City shall pay these financial responsibilities to the Transferred Employees pursuant to the City's personnel manual's, "positive termination" procedures. Alternatively, the County will pay these financial responsibilities and recover from the City the cumulative total of benefits paid out, over a period not to exceed ten (10) years, in equal annual payments due by January 1 of each year, beginning January 1, 2007. To determine this cumulative total, by June 1, 2006, representatives from the City and County personnel departments shall jointly meet with each Transferred Employee and complete a worksheet, executed by the Transferred Employee, designating benefits to be paid out or transferred. A Transferred Employee may opt to transfer the following benefits:**

**4.2.1 If the Transferred Employee wishes to transfer all or a portion of accrued vacation time, he or she may do so and the City shall pay the County for any leave so transferred.**

**4.2.2 As the County has no payout for unused sick time, if the Transferred Employee wishes to transfer all or a portion of accrued sick time, he or she may do so and the City shall pay the County for the transferred sick time amount per the "positive termination" provisions of the City's personnel manual. This payment will be held in a separate account until the Transferred Employee retires or uses the sick time. Any sick time accrued by the Transferred Employee after the Effective Date shall be used first, but would be subject to the County's no payout policy,**

**4.2.3 As the County pays overtime rather than the compensatory time system used by the City, compensatory time is not transferable and must be paid out by the City as indicated in Section 4.2 above.**

**4.2.4 There shall be no waiting period or lapse in health insurance coverage for Transferred Employees. Transferred Employees shall be covered under the County health insurance plan as of the Effective Date.**

**Section 4.3 - RETIREMENT BENEFITS. The City and County retirement programs will remain unchanged by the merger, except to the extent necessary to accomplish the provisions of this Agreement. Pursuant to Florida law, the Transferred Employees may opt to remain members of their current City retirement program or join the County retirement program. The Transferred Employee's election shall be made only once and shall be irrevocable. It shall be in writing and be executed prior to the Effective Date.**

**4.3.1 In the event a Transferred Employee opts to remain in the City retirement program, as required pursuant to section 175.091 (2)(a) of the Florida Statutes, the Transferred Employee shall continue to be required to contribute at least 0.5% of his or**

her salary to the City retirement program. However, the County agrees to pay to the City retirement program the amount necessary to maintain the actuarial soundness of the City retirement plan with respect to the Transferred Employees that opt to remain in the City retirement program as follows. The County shall pay the other 9.1% of the Transferred Employee's contribution and the City's contribution, and any increases in these amounts in the future, so long as the total percentage of the County's contribution does not exceed the percentage that the County pays into the County retirement program for its employees, as required by the State actuary, (hereinafter the "FRS Rate"). Currently, the total City retirement program contribution is 22.8% (9.6% from the employee contribution plus 13.2% from the City contribution). The current FRS Rate is 18.7%. Consequently, the total contribution from the Transferred Employees electing to remain in the City retirement program will reduce from 9.6% to 4.1%. However, any contribution required to be paid by the Transferred Employee exceeding 9.6% shall be paid by the County; that is, a Transferred Employee shall never be required to contribute more to the City retirement program than he or she does prior to the Effective Date, unless such increase is attributable to benefit improvements as provided in chapter 175, Florida Statutes.

**4.3.2** City retirement program contribution funds shall be transferred by the County by wire on the same day payroll is paid. The City agrees to transfer to the City retirement program by wire or otherwise deposit the funds received from the County on the same day it is received from the County.

**4.3.3** The City, through its Board of Trustees, shall otherwise remain responsible for administration of the City retirement system, and the City shall continue to have the authority to make plan amendments and improvements. The City retirement program shall be responsible to make pension benefits payable to all current and future retirees from the City retirement program, including Transferred Employees opting to remain in the City retirement program.

**4.3.4** Transferred Employees who opt to remain in the City retirement program and who are elected as Trustees of the Board of Trustees of the City retirement program will be permitted to attend meetings of the Board of Trustees and otherwise fulfill their responsibilities as Trustees.

**4.3.5** Current and future participants in the Deferred Retirement Option Plan ("DROP") in the City retirement program who opt to remain in the City retirement program shall, upon terminating DROP participation be allowed to continue employment with the County and shall become members of the County retirement program in the same manner as new County employees.

**4.3.6** Any Transferred Employee who elects to remain in the City retirement program may continue in the program until retirement and upon retirement from the City retirement program shall be allowed to continue employment with the County and shall become a member of the County retirement program in the same manner as a new

County employee. Notwithstanding the requirements of section 175.371(1) of the Florida Statutes which necessitates that Transferred Employees opting to join the County's retirement program be considered new County employees for purposes of calculating years of service for the County's retirement program, years of service with regard to pay and rank for Transferred Employees joining the County retirement system at any time after the Effective Date shall still be calculated as outlined in Section 4.1 above.

4.3.7 In the event a Transferred Employee opts to join the County retirement program and has less than six (6) years in the City retirement program, the Transferred Employee shall receive a refund of his accumulated contributions from the City retirement program in accordance with applicable rules, policies, and regulations of the City's retirement program. The Transferred Employee shall be allowed to join the County retirement system in the same manner as all other new County employees.

**4.3.8** In the event a Transferred Employee opts to join the County retirement program and has six (6) or more years, but less than twenty (20) years in the City retirement program, the Transferred Employee may either receive a refund of his accumulated contributions from the City retirement program in accordance with applicable rules, policies, and regulations of the City's retirement program or leave his accumulated contributions in the City retirement program and be considered a terminated, vested person under the City retirement program. After selecting one of these actions, the Transferred Employee shall be allowed to join the County retirement system in the same manner as all other new County employees.

**4.3.9** A Transferred Employee with twenty (20) years or more in the City retirement program may continue in the City retirement program as provided herein or may retire from the City retirement program and begin drawing a pension from the City retirement program. If the Transferred Employee opts to retire from the City retirement program, the Transferred Employee will then be eligible to join the County retirement system in the same manner as all other new County employees.

**4.3.10** In no event shall the County be required to finance or otherwise pay for "past service" credit as authorized under Chapter 121 of the Florida Statutes.

**4.3.11** The County agrees to make available International City/County Management Association (ICMA) deferred compensation programs to all County employees so long as there are employees participating in that program.

**Section 4.4 - OPTIONAL PARAMEDIC SCHOOL EXEMPTION.** County standards require emergency medical technicians to attend paramedic school within three (3) years of joining the County EMS section. Due to previous training and experience, this requirement shall be waived at the discretion of Transferred Employees Karl Lewis and Wade Beasley. All other County training requirements shall remain in effect.

## ARTICLE 5

### EMPLOYMENT RIGHT OF CONTROL

As of the Effective Date and throughout the term of this Agreement, the County shall have and maintain all responsibility for and control over the delivery of services, standards of performance, discipline of personnel and other matters incident to the performance of the services, duties, and responsibilities described and contemplated herein, including the determination of future wages and benefits.

## ARTICLE 6

### PAYMENTS AND FUNDING

**Section 6.1 - AMBULANCE SERVICE BILLING.** As of the Effective Date, the County shall take over and bill for ambulance services provided within the City limits, in a manner similar to that which the City currently employs. On or before the Effective Date, the City shall deliver to the County all records used or useful in the operation of ambulance services.

**Section 6.2 - INITIAL CITY PAYMENTS.** The City agrees to pay the County for Fire Suppression Services and EMS according to the terms and schedule listed below:

**6.2.1 - Effective Date through September 30, 2006.** As of the Effective Date, the City agrees to pay the County 1/12 of the total budgeted figure of \$1,055,000, less any amount of ambulance run fees under \$85,000 not yet received, for each of the four remaining months of the fiscal year. These monthly payments shall be paid by the first of every month, beginning on the Effective Date. The City shall forward any subsequent ambulance run billings received to the County following the Effective Date.

**6.2.2 - October 1, 2006 through September 30, 2007.** During the first full fiscal year of the term of this Agreement, the City agrees to pay the County \$1,055,000 less \$135,000 (\$50,000 contribution reduction and \$85,000 ambulance billings), for a net payment of \$920,000. Such amount shall be paid in 12 equal installments, at the first of every month, beginning October 1, 2006.

Notwithstanding the foregoing, the City is considering implementing a municipal services benefit unit / municipal services taxing unit ("MSBU/MSTU") equivalent to the County's dedicated emergency services MSBU/MSTU fees. If the City is able to legally create these municipal service units the amount collected less any property assessor/tax collector fees shall be also be deducted from the remaining \$920,000 of City payments as the proceeds from the MSBU/MSTU shall also be directed to the County for provision of emergency services outlined herein. In that case, the monthly amounts described above shall then be adjusted accordingly. The City shall authorize the County to collect

MSBU/MSTU proceeds directly, with documentation of all collections provided back to the City. A true-up of MSBU/MSTU collections and City payments shall be made in August of 2007 for determination of the final September payment. This true-up shall be done by the County Auditor.

**6.2.3 - October 1, 2007 through September 2008.** During the second full fiscal year of the term of this Agreement, the City agrees to pay the County \$1,055,000 less \$185,000 (\$100,000 contribution reduction and \$85,000 ambulance billings) and less the FY 2006-07 MSBU/MSTU collections in the same manner as outlined in the paragraph above. The remaining balance shall be paid in 12 equal installments, at the first of every month, beginning October 1, 2007.

**6.2.4 - Subsequent fiscal years beginning October 1, 2008.** The City agrees to pay the County in subsequent years with payments calculated in the same manner, with the exception that each subsequent fiscal year the contribution reduction shall be increased \$50,000 until such time as a payment is no longer required. At the conclusion of this schedule, the County shall be prohibited from charging the City any fees for Fire Suppression Services and EMS so long as equal, countywide charges for these services are permitted to be applied within the corporate limits of the City. These charges may include, but are not limited to the following: Fire/Rescue/EMS impact fees, Fire/Rescue/EMS MSBU/MSTU charges, ambulance, fire, and accident/rescue run fees, plan review fees, fire inspection fees for initial and ongoing inspections, hazardous material inspection charges, and similar fees charged by the County to support emergency services throughout the County. The City hereby grants the County permission to levy these charges within the corporate limits of the City and agrees to take all actions necessary to assist the County to implement the same.

**6.2.5 - Lowering of County MSBU/MSTU.** For purposes of determining City payments under this section, should the County lower the MSBU/MSTU fees described herein below the present levels adopted, the City shall be credited for the applicable fee as if the fee were implemented at the present level.

## **ARTICLE 7**

### **TRANSFER OF ASSETS**

**Section 7.1 - PERSONAL PROPERTY ASSETS.** The City hereby agrees to transfer all ownership in the assets listed below to the County for use in the provision of Fire Suppression and EMS within the City limits and beyond. These shall include:

**7.1.1** All existing equipment listed on the property records of the City used or useful in supplying Fire Suppression Services, rescue services, EMS and any accessory services related thereto as described herein. Such items shall include at a minimum, all fire or rescue trucks, ambulances, generators, hoses, protective gear, desks, jaws of life, beds, furniture, computers and similar items. An initial list of these items is attached hereto as

Exhibit "C." The City agrees to provide a complete list, verified by the County, prior to the Effective Date.

**7.1.2** All minor items generally not recorded on the property records of the City because of value, but used or useful on a daily or reoccurring basis by the City's current Fire Suppression Services, rescue services, EMS and any accessory services related thereto as described herein. This shall not include Fire Stations 1 or 2 or those fixtures affixed thereto that would normally be considered part of the real estate.

**Section 7.2 - REAL PROPERTY ASSETS.** For construction of a Fire Suppression Services and EMS station, the City hereby agrees to deliver to the County a deed, acceptable to the County, for all the property located on Highway 17, more particularly described in Exhibit "D" attached hereto and made a part hereof, more commonly known as the "old Coca-Cola bottling plant" property. Said deed may contain a reverter clause to the City if said property is not utilized for Fire/Rescue/EMS services within ten (10) years from the date of transfer. Any debt the City may have outstanding on the parcel described in Exhibit "D" shall be transferred to the County in a manner mutually acceptable to the City and the County. The County shall also reimburse the City for actual, verifiable, out-of-pocket costs that the City has expended for demolition and clean up expenses on the property described in Exhibit "D," up to a total of twenty-five thousand dollars (\$25,000). However, said reimbursement shall not include sums for City employees and equipment that may have been used in these activities.

**Section 7.3 - USE OF FIRE STATION 1.** The City hereby agrees to allow the County the use of Fire Station 1, without additional compensation, until such time as the County determines that Fire Station 1 is no longer needed or ten (10) years from the Effective Date, whichever occurs first, under the following conditions:

**7.3.1** For so long as it occupies Fire Station 1, the County agrees to maintain Fire Station 1 in a clean condition, free from debris, normal wear and tear excepted. Maintenance services for the structural portion of the building shall be performed by the City, at its expense, including, but not limited to such items as roof repairs, doors, window, walls, plumbing. The County shall maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, all furniture and fixtures (including interior and exterior lights) and other such building items.

**7.3.2** Any proposed changes, modifications, or capital improvements to Fire Station 1 by the County shall first be submitted to the City for review and approval. All changes, modifications, or capital improvements shall be at the County's expense and must be permitted and constructed under all requirements of the Florida Building Code.

**7.3.3** All utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by the County if separately metered and by the City of not separately metered.

**7.3.4** The County agrees to vacate Fire Station 1 upon determination by the County that

**Fire Station 1 is no longer needed or ten (10) years from the Effective Date, whichever occurs first. At that time, the County shall remove such items of personalty therefrom as may have been brought onto such premises by the County and peacefully surrender and deliver up the whole of such facilities, together with all improvements thereon.**

**7.3.5 The County, at its sole discretion, may allow a non-emergency transport provider to occupy Fire Station 1. If any rent is charged, the proceeds shall go towards any utility related charges for the facility and all remaining proceeds shall go to the City to hold in trust solely for maintenance and upkeep of Fire Station 1.**

**Section 7.4 - USE OF FIRE STATION 2. At its sole expense, the City hereby agrees to complete all repairs necessary to allow reoccupation and reutilization of Fire Station 2 as a fire station and to complete said repairs in a workmanlike manner. The City shall complete said repairs within one (1) month from the Effective Date. Once completed, the City agrees to allow the County to use Fire Station 2, without further compensation or other consideration, under the following conditions:**

**7.4.1 The County agrees to vacate Fire Station 2 upon completion of the construction of a main fire station in the City, plus three (3) months, or ten (10) years, whichever occurs first, unless otherwise extended by the City. Upon vacation, the County remove such items of personalty therefrom as may have been brought onto such premises by the County and peacefully surrender and deliver up the whole of such facilities, together with all improvements thereon.**

**7.4.2 The County agrees to maintain Fire Station 2, at its expense, during the term outlined in section 7.4.1 above, in a clean condition, free from debris, normal wear and tear excepted. Maintenance services for the structural portion of the building shall also be performed by the County, at its expense, including, but not limited to such items as roof repairs, doors, window, walls, and plumbing. The County shall maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, all furniture and fixtures (including interior and exterior lights) and other such building items.**

**7.4.3 Any proposed changes, modifications, or capital improvements to Fire Station 2 by the County shall first be submitted to the City for review and approval. All changes, modifications, or capital improvements shall be at the County's expense and must be permitted and constructed under all requirements of the Florida Building Code.**

**7.4.4 All utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by the County, through the term outlined in section 7.4.1**

**7.4.5 The County, at its sole discretion, may allow a non-emergency transport provider to occupy Fire Station 2. If any rent is charged, the proceeds shall go towards any utility related charges for the facility and all remaining proceeds shall go to the City to hold in trust, to be used solely for maintenance and upkeep of Fire Station 2.**

**Section 7.5 - DEBT.** In no event shall the County be required to pay any debt service associated with any of the assets transferred pursuant to this Article except debt associated with the land described in Exhibit "D" as outlined in section 7.2 above.

## **ARTICLE 8**

### **TERM OF AGREEMENT**

**Section 8.1 - INITIAL TERM.** This Agreement shall remain in full force and effect commencing on the Effective Date and ending on that date which is the 30-year anniversary of the Effective Date, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. Although this Agreement shall not become effective until filed with the Clerk of the Circuit Court, in and for DeSoto County, the City and the County agree to be bound by this Agreement from the date the last signature required hereof is affixed to the Agreement.

**Section 8.2 - RENEWAL.** This Agreement shall renew automatically for successive additional periods of thirty (30) years unless either the City or County shall, at least 365 days prior to the expiration of the initial term or any renewal term, provide to the other party written notice of its election to terminate this Agreement.

## **ARTICLE 9**

### **VOLUNTEERS**

**Section 9.1 - ORGANIZATION.** The County agrees to merge the current DeSoto County volunteer group into the existing City of Arcadia volunteer organization to form a combined County Fire Department volunteer group.

**Section 9.2 - SUPPORT.** The County agrees to continue the financial support of the existing City of Arcadia volunteer organization as merged into the County Fire Department volunteer group, in the amount currently funded of \$600 per month. Payment shall be made directly to the County Fire Department volunteer group. The volunteers must continue to maintain their support of County Fire/EMS services, at least to the same level that such support has existed to date, in order to continue to receive financial support.

**Section 9.3 - STANDARDS.** The volunteers shall maintain minimum training standards at State and National Fire Protection Association (NFPA) recommended levels.

## **ARTICLE 10**

### **NOTICES**

**Section 10.1 - REQUIREMENTS.** All notices required hereunder shall be deemed properly delivered when and if personally delivered, sent by (a) telegram, (b) telecopy, (c) Federal

Express (or a comparable express delivery system), or (d) mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

**10.1.1** City Administrator  
City of Arcadia  
121 W. Hickory Street  
Arcadia, Florida 34266

**10.1.2** County Administrator  
DeSoto County  
201 E. Oak Street, Ste. 201  
Arcadia, Florida 34266

**Section 10.2 - CHANGE OF NOTICE.** The parties hereto may change the person or persons to which notice is to be delivered by giving notice to the other party as outlined in this Section.

## **ARTICLE 11**

### **MISCELLANEOUS**

**Section 11.1 - FIRE HYDRANT MAINTENANCE.** The City agrees to maintain and keep all City fire hydrants in proper working order to assure that hydrants within the City will be available for Fire Suppression Units when needed. At no additional cost to the City, the County will flow test hydrants in accordance with Insurance Services Office (ISO) standards and report deficiencies to the City Utilities Department for correction.

**Section 11.2 - AMENDMENTS.** The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement.

**Section 11.3-SEVERABILITY.** In the event any term or provision hereto shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions hereby shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

**Section 11.4 - RECORDING.** In accordance with Chapter 163.01, the County shall cause this Agreement to be recorded, when fully executed, by the Clerk of Courts in the Public Records of Desoto County.

**Section 11.5 - APPLICABLE LAW AND VENUE.** This Agreement and all questions of interpretation, construction and enforcement hereof and all controversies hereunder, shall be governed by the laws of the State of Florida. Venue shall be in DeSoto County, Florida.

**Section 11.6 - BINDING ON SUCCESSORS.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

**Section 11.7 - COUNTERPARTS AND CAPTIONS.** This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

**Section 11.8 - WAIVERS AND EXTENSIONS.** No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**Section 11.9 - TIME.** Time is of the essence of this Agreement.

**Section 11.10 - PREVAILING PARTY.** In the event of any litigation between the parties arising out of this Agreement or the collection of any funds due the City or County pursuant to this Agreement, the prevailing party shall be entitled to recover all costs incurred, including without limitation, reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal, or in any bankruptcy proceeding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

**CITY OF ARCADIA, FLORIDA**

  
\_\_\_\_\_ By:  
ROBERT W. HEINE  
Mayor

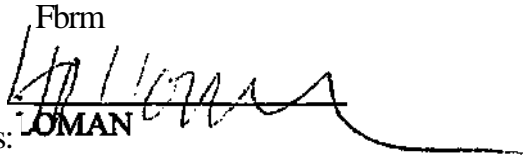
Dated:

ATTEST:

RACHELLE M. BAUIWANN  
City Clerk

Approved as to Form

and/or correctness:

  
J. O'MAN

J. O'MAN  
City Attorney



DESOTO COUNTY, FLORIDA  
By *O. R. Y. G. K. O. Q. L. L.*  
Chairman

Dated: T - / r - ^ t \* i

ATTEST:

CR3JG^)COFFEY ' \$  
County Administrator and Clerk

Approved as to Form and Correctness:

*Howard C. Holtzendorf*  
HOWARD C. HOLTZENDORF  
County Attorney